



Revision number: 1

Purchasing Agent: Tracey Stevens  
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**Item: INTEGRATED STATE LEGAL DATABASES**

Vendor: 51009I G

LexisNexis Matthew Bender & Company, Inc.  
Government Relations  
701 East Water Street  
Charlottesville VA 22902

Internet Homepage:

<http://www.lexisnexus.com/>

General Contact:

Nikki L Daugherty

Telephone:

(434) 972-7520 or (434) 972-7605

Fax number:

(434) 972-7653 or (434) 972-7677

Email:

[nikki.daugherty@lexisnexus.com](mailto:nikki.daugherty@lexisnexus.com)

Usage Report Contact:

Ann Grady

Telephone:

(800) 446-3410 Ext. 7509

Fax number:

(434) 972-7677

Email:

[ann.grady@lexisnexus.com](mailto:ann.grady@lexisnexus.com)

Reporting Type:

☒ Summary ☐ Line-Item ☐ Custom

Brand/trade name:

Utah Primary Law

Price:

See attached Schedule

Terms:

Net 30

Effective dates:

January 23, 2006 through June 30, 2008, renewable through 2012

Days required for delivery:

2 Days

Price guarantee period:

Contract Term

Minimum order:

For the purposes of "Delivery", the minimum shipment amount is one CD

Min shipment without charges:

Other conditions:

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PLEASE NOTE THIS CONTRACT HAS BEEN ASSIGNED TO A NEW AGENT.

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Solicitation # NO6520

USAGE FIGURES ARE TO BE SUBMITTED QUARTERLY TO NANCY ORTON AT STATE PURCHASING.

**AUTHORIZATION REQUIRED:** This contract is administered for State agencies as follows:

Judicial Branch: Jessica Van Buren, State Law Library, (801) 238-7991;

Executive Branch: Ken Hansen, Division of Administrative Rules, (801) 538-3777;

Legislative Branch: Mark Allred, Legislative Research, (801) 538-1032.

State agencies must coordinate their subscription through the appropriate contact person listed above.

This contract covers access to LexisNexis' Utah Primary Law CD product, and a web site containing an online version of the Utah Primary Law databases (Utah Extranet). Access to any other LexisNexis product or service is not covered by this contract. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. **Legislative Research and General Council, the Division of Administrative Rules, and the State Law Library cover the cost for state participation under this contract. \*\*No other state purchases pursuant to this contract are permitted.\*\*** These agencies will create a PG transaction in Finet and make payments on a PV referencing the original PG. Agencies will return to the vendor any invoice that reflects incorrect pricing.

**PRIMARY EDITORIAL CONTACT**

Molly Campbell  
701 East Water St.  
Rm. 215  
Charlottesville, VA 22902

**ADMINISTRATIVE CONTACT**

Nikki L. Daugherty  
701 East Water St.  
Government Relations Rm. 422  
Charlottesville, VA 22902

**STATE PRICING**

Pursuant to agreement with Matthew Bender & Company, Inc., one branch of state government may participate under the Multiple User License pricing provided that the other two branches participate under the Entity License pricing. Should the Judicial Branch participate under the Multiple User License pricing, then both the Executive and Legislative branches must participate under the Entity License pricing. If the number of state branches participating under the Entity License Pricing drops below two, the contract is terminated.

Payment schedule: For state government purchases, the payment schedule is specified in the Specific Terms and Conditions, item 12.

Under the terms of the contract, "State" means the state of Utah, and includes any office, department, agency, authority, commission, board, institution, hospital, college, university, state official, court, justice court, or other instrumentality of the state.

**ANNUAL FLAT RATE FOR \*UNLIMITED\* STATE GOVERNMENT ACCESS (EXECUTIVE AND LEGISLATIVE BRANCHES)**

IN THIS OPTION, BRANCHES OF STATE GOVERNMENT WILL HAVE UNLIMITED ACCESS TO THE PRODUCTS AND SERVICES OFFERED FOR ONE OF THE FOLLOWING PRICES:

Media Combination	Entity License Pricing per Year (branch of state government)		Other Use Limitations
	Eight months	Full year	
Stand-alone	\$6,000	\$7,500	None
Internet	\$6,000	\$7,500	None
Stand-alone and Internet	\$6,720	\$8,400	None

LexisNexis will provide additional CDs to flat rate subscribers upon request.

**ANNUAL RATE FOR \*LIMITED\* STATE GOVERNMENT ACCESS (JUDICIAL BRANCH)**

IN THIS OPTION, ONE OF THE BRANCHES OF STATE GOVERNMENT WILL HAVE LIMITED ACCESS TO THE PRODUCTS AND SERVICES OFFERED FOR ONE OF THE FOLLOWING PRICES BASED UPON THE NUMBER OF WORKSTATIONS:

Media Combination	Multiple User License Pricing per Year										Other Use Limitations
No. of Licenses	2-6 workstations		7-15 workstations		16-50 workstations		51-200 workstations		200+ workstations		
Period*	8 months	full year	8 months	full year	8 months	full year	8 months	full year	8 months	full year	
Stand-alone CD	\$374	\$468	\$440	\$550	\$880	\$1,100	\$1,078	\$1,348	\$1,214	\$1,518	None
Internet	\$374	\$468	\$440	\$550	\$880	\$1,100	\$1,078	\$1,348	\$1,214	\$1,518	None
CD and Internet	\$484	\$605	\$572	\$715	\$1,144	\$1,430	\$1,408	\$1,760	\$1,584	\$1,518	None

The number of CDs available to subscribers purchasing services under the limited option shall not exceed the



maximum number of workstations in their purchasing level.

### **POLITICAL SUBDIVISION PRICING**

Under the terms of the contract, Political Subdivisions means "any county, city, municipality, town, school district, public transit district, redevelopment agency, independent special district, special improvement or taxing district, improvement district, municipal building authority, metropolitan water district, water conservancy district, special service district, drainage district, irrigation district, separate legal or administrative entity created under Title 11, Chapter 13, Interlocal Cooperation Act, other governmental subdivision, public corporation, quasi-governmental entity, or any other entity constituting a political subdivision under the laws of Utah.

### **ANNUAL RATE FOR \*LIMITED\* POLITICAL SUBDIVISION ACCESS**

IN THIS OPTION, A POLITICAL SUBDIVISION WILL HAVE LIMITED ACCESS TO THE PRODUCTS AND SERVICES OFFERED FOR ONE OF THE FOLLOWING PRICES BASED UPON THE NUMBER OF WORKSTATIONS:

Media Combination	Single User License Pricing per year		Multiple User License Pricing per Year										Other Use Limitations
No. of workstations	1 workstation		2-6 workstations		7-15 workstations		16-50 workstations		51-200 workstations		200+ workstations		
Period*	8 months	full year	8 months	full year	8 months	full year	8 months	full year	8 months	full year	8 months	full year	
Stand-alone CD	\$255	\$319	\$374	\$468	\$440	\$550	\$880	\$1,100	\$1,078	\$1,348	\$1,214	\$1,518	None
Internet	\$255	\$319	\$374	\$468	\$440	\$550	\$880	\$1,100	\$1,078	\$1,348	\$1,214	\$1,518	None
CD and Internet	\$330	\$413	\$484	\$605	\$572	\$715	\$1,144	\$1,430	\$1,408	\$1,760	\$1,584	\$1,518	None

The number of CDs available to subscribers purchasing services under the variable rate option shall not exceed the maximum number of workstations in their purchasing level.

**SCOPE OF WORK:** The product is available on CD-ROMs. Licensing options permit the State to use the databases directly from CD-ROMs (stand-alone and networked) and to copy the information onto specified local area network drives. An Internet version of the product is available to any IP address that resolves to any state agency address. The Internet version is available at <http://www.michie.com/utahlod/> from the "Utah Extranet" link.



FINET COMMODITY CODE(S):

20853000000-INTEGRATED SOFTWARE (MICROCOMPUTERS)

20866000000-PROFESSIONAL: HOSPITAL/PHARMACY, LEGAL, ETC. (MICROCOMPUTERS)

20894000000-WORD PROCESSING, TEXT EDITORS, SPELL CHECKERS (MICROCOMPUTERS)

91829000000-COMPUTER - SOFTWARE CONSULTING

## Specific Terms and Conditions

**1. STATE PARTICIPATION:** This is a contract for furnishing the State of Utah government (including any office, department, agency, authority, commission, board, institution, hospital, college, university, state official, court, justice court, or other instrumentality of the state) and political subdivisions.

**2. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (including any county, city, municipality, town, school district, public transit district, redevelopment agency, independent special district, special improvement or taxing district, improvement district, municipal building authority, metropolitan water district, water conservancy district, special service district, drainage district, irrigation district, separate legal or administrative entity created under Title 11, Chapter 13, Interlocal Cooperation Act, other governmental subdivision, public corporation, quasi-governmental entity, or any other entity constituting a political subdivision under the laws of Utah) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**3. CONTRACT PERIOD :** The contract is effective upon signature, for a period of approximately two years and eight months ending June 30, 2008. The STATE may renew the contract for up to two subsequent two-year periods each beginning on July 1 and ending on June 30.

**4. SOLE POINT OF CONTACT:** The CONTRACTOR shall name one coordinating individual to serve as the CONTRACTOR's contact with the STATE through the life of the contract. The contact shall be able to respond to product and service questions. The CONTRACTOR shall also provide an E-mail address and a toll-free telephone number by which the STATE may reach this individual. The STATE shall establish a steering committee with a chair. The steering committee chair shall be the central contact for the STATE.

**5. PERIODIC COMMUNICATION:** The CONTRACTOR shall report changes and advances (the most recent release of information database, software, hardware, and training available, etc.) to the STATE steering committee chair on an annual basis.

**6. UPDATE SCHEDULE:** The CONTRACTOR shall, with the concurrence of the STATE steering committee, establish an annual publication schedule. The publication schedule shall include cut-off dates for data shipments from the STATE to the CONTRACTOR, publication dates, product shipment dates, and training schedules.

**7. SUBSCRIPTION LISTS:** The CONTRACTOR agrees to disclose to the STATE steering committee subscription lists upon request. The subscription list shall include the name, address, number of products, and other relevant information for purchases made under this contract. Pursuant to Utah Code Section 63-2-308, the CONTRACTOR may submit a claim of business confidentiality at the time the CONTRACTOR provides a subscription list to the STATE.

Protected records may not be released except as provided by Section 63-2-202 and Section 63-2-308.

**8. FINANCIAL ARRANGEMENTS:** Pursuant to the Standard Contract Terms and Conditions provision 12, upon termination the CONTRACTOR shall prorate existing subscriptions and refund the prorated amount to subscribers.

**9. MINIMUM SHIPMENT:** For the purposes of “Delivery”, the minimum shipment quantity is one disc.

**10. OWNERSHIP UPON TERMINATION:** The STATE and CONTRACTOR agree that upon expiration or cancellation of the contract the STATE assumes ownership of, with unrestricted rights to use the subscription list for individuals and entities that have participated under this contract.

**11. ERROR NOTIFICATION:** Each party agrees to notify the other party of errors identified in the product after each update is released. The CONTRACTOR agrees to notify subscribers of errors using a method approved by the STATE.

**12. PAYMENT SCHEDULE:** Each party agrees that the CONTRACTOR shall invoice the STATE for products and services provided under this contract on the following schedule:

TERM	PERIOD	INVOICE DATE
1	1. 11/1/2005 through 06/30/2006	Within 45 days of the contract's effective date
	2. 07/01/2006 through 06/30/2007	07/01/2006
	3. 07/01/2007 through 06/30/2008	07/01/2007
2 (requires renewal)	4. 07/01/2008 through 6/30/2009	07/01/2008
	5. 07/01/2009 through 6/30/2010	07/01/2009
3 (requires renewal)	6. 07/01/2010 through 6/30/2011	07/01/2010
	7. 07/01/2011 through 6/30/2012	07/01/2011

**13. INVOICING:** The CONTRACTOR agrees to invoice the STATE for products provided pursuant to this contract with separate invoicing as follows:

State government executive branch purchase shall be invoiced to:

Ken Hansen  
Division of Administrative Rules  
4120 State Office Building  
Salt Lake City, UT 84114

State government legislative branch purchase shall be invoiced to:

Mark Allred  
Legislative Research and General Counsel  
W210 State Capitol Complex  
Salt Lake City, UT 84114

State government judicial branch purchases shall be invoiced to:

Jessica Van Buren  
State Law Library  
450 South State St  
PO Box 140220  
Salt Lake City, UT 84114

Political subdivision purchases shall be invoiced to the individual identified by the political subdivision.

**14. UPDATE FREQUENCY:** The CONTRACTOR shall provide to subscribers six CD sets during each contract year. Shipment dates will vary to meet the needs of the STATE. The CD sets shall ship at approximately two-month intervals, with the releases coinciding as much as possible with significant additions of new content. A typical schedule will be: July (containing the most recent statutory updates from the Legislative General Session), September, October (new court rules), January, March (new court rules), January 1 (UAC), and May (new session laws).

**15. UPDATE OF CONTRACT SUBSCRIPTION LIST:** The CONTRACTOR agrees to work with the STATE to completely revise existing subscription records. The CONTRACTOR will provide the subscription lists for the former contract to the STATE for review and will make any additions, deletions and changes the STATE requests. Once the subscription lists are finalized, subscribers under the contract will be clearly marked in the CONTRACTOR'S subscription system as existing pursuant to this contract. The CONTRACTOR agrees to generate subscription lists pursuant to this contract upon the state's request.

**16. TRAINING:** The CONTRACTOR shall provide state government up to three training sessions per year for each year of the contract term, with the possible addition of up to an additional three training sessions per year for each year of the contract term. The CONTRACTOR agrees to allow the state the option of providing 22 days, instead of 45 days, advanced notice prior to the date of the training session. The STATE agrees to coordinate state government training among the three branches of government so that training is provided over several consecutive days.

**17. COST CONSIDERATIONS:** The STATE agrees that to maintain this contract, two of the three branches of state government will participate under the Entity License Pricing specified in

the CONTRACTOR'S cost proposal. The CONTRACTOR agrees that the other branch may participate using a Multi-User Pricing appropriate for their need.